

## RESOLUTION NO. CR-59-99

### A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT TO PURCHASE RIGHT-OF-WAY, PARK LAND AND ACCEPT THE DONATION OF PARK LAND

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WHEREAS, the City has negotiated a contract to acquire 12.717 acres of ground; 11.749 acres for park land and 0.968 acres for road right-of-way; and

WHEREAS, the contract provides for 8 acres of the ground to be donated by the present owner in consideration of naming the park land Henceroth Park; and

WHEREAS, the contract provides for the City to purchase the balance of the ground, 4.717 acres, from the present owner.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:


SECTION 1. The City Administrator is hereby authorized to enter into the contract as referenced above and attached herewith as Exhibit A and B, subject to appropriation of necessary monies.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

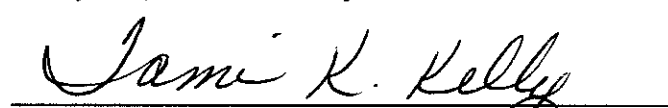
Passed: 7-6-99  
Effective: 7-6-99

Attest:

I Certify that this resolution  
is correct as to form.

  
Michael Milovich, Jr., President of Council

  
Cheryl L. Grossman, Mayor

  
Tami K. Kelly, Clerk of Council


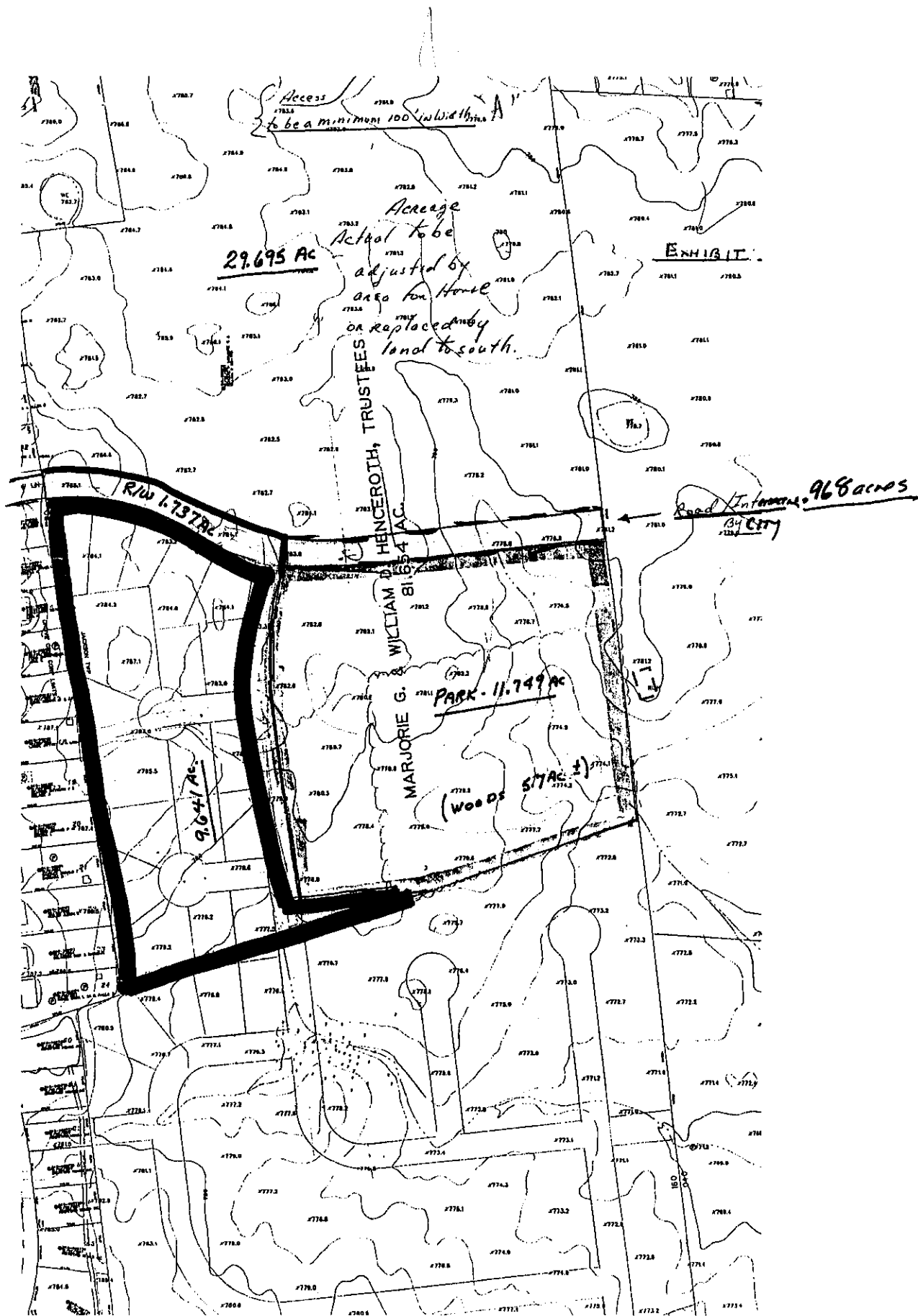
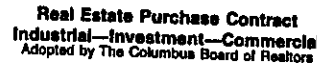
  
Thomas R. Clark, Director of Law

Exhibit A  
CR-59-99



CP-59-99



1. **PROPERTY DESCRIPTION:** The undersigned Buyer offers to purchase from the Seller through Broker(s), the following described real estate including, without limitation, all improvements, fixtures, appurtenant rights, privileges and easements located in the County of Franklin, and the State of Ohio and known as:

Being a certain tract of land containing approximately 11.749 acres with additional acreage making up the right-of-way to be acquired running from West to East along the northern property line of the proposed tract of land. See Exhibit "A"

2. PRICE AND TERMS: The purchase price is \$22,000.00 per acre for all acreage over 8 acres Dollars (\$ ) payable as follows: acquired by the Buyer. The Seller shall donate 8 acres of the proposed land at a value of \$176,000.00 to the Buyer to be used as a municipal park. Buyer agrees to name the proposed park after the Seller, as the Seller's may direct, with approval of Buyer.

3. CONTINGENCIES: This Contract is contingent upon Grove City Council's approval.

(e) Environmental Inspection: (This paragraph (5)(e) not applicable if number of days not inserted) Within 30 days after the acceptance hereof, Seller agrees to permit the Buyer, the Buyer's lender and the qualified, professional environmental consultant of either of them to enter the premises to conduct, at the expense of the Buyer, an environmental site assessment. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspection. If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, the Buyer, at Buyer's option, may notify the Seller in writing, within the above specified period, that the contract is null and void.

(b) Property inspection: (This paragraph 3 (b) not applicable if number of days not inserted.) Buyer, at Buyer's expense, shall have \_\_\_\_\_ days after the acceptance hereof to have the property and all improvements, fixtures and equipment inspected. Seller shall cooperate in making the property reasonably available for such inspection(s). Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspection(s). If Buyer is not in good faith, satisfied with the condition of the property as disclosed by such inspection(s), Buyer may terminate this contract by delivering written notice of such termination to Seller, along with a written copy of such inspection report(s), within the time period specified above, such notice and report(s) shall specify the unsatisfactory conditions. Failure of Buyer to so deliver written notice and copy of the inspection report(s) within such time period shall constitute a waiver of Buyer's right to terminate pursuant to this provision.

(c) Other Contingencies:

4. POSSESSION: Possession shall be given, subject to tenants' rights as tenants, upon closing.

5. **RENTALS AND OTHER PRORATIONS:** Rents and operating expenses shall be prorated as of the date of closing.

6. **FIXTURES AND EQUIPMENT:** The consideration shall include all fixtures owned by Seller including, but not limited to: built-in appliances; heating, ventilating, air conditioning (HVAC) and humidifying equipment and their control apparatus; stationary tubs; pumps; water softening equipment; roof antennas; attached wall-to-wall carpeting and attached floor coverings, curtain rods and window coverings including draperies and curtains; attached mirrors; light, bathroom and lavatory fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms; satellite TV reception system and components; all exterior plants and trees; and the following: (None if left blank)

7. **DAMAGE OR DESTRUCTION OF PROPERTY:** Risk of physical loss to the real estate and improvements shall be borne by Seller until closing, provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract and thereby release all parties from liability hereunder by giving written notice to Seller and Broker within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

8. **CONDITION OF IMPROVEMENTS:** Seller agrees that upon delivery of deed, the Improvements constituting part of the real estate shall be in the same condition as they are on the date of this offer, reasonable wear and tear excepted.

9. EVIDENCE OF TITLE: Seller shall furnish and pay for an owner's title insurance commitment and policy (ALTA Form B (1970 REV. 10-17-70 & REV. 10-17-84) in the amount of the purchase price. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highway and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use, [or Buyer's intended use which is park use]

\_\_\_\_\_) Buyer shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof. If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this contract, Seller shall, within thirty (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception thereof. In the event Seller is unable to remedy or insure against the defect within the thirty (30) day period, the Buyer may declare this contract null and void. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

10. CONVEYANCE AND CLOSING: At closing, Seller shall pay transfer taxes and deed preparation and shall convey, at closing, marketable title (as described in paragraph 9) to the real estate by deed of general warranty (or appropriate fiduciary deed if seller is a fiduciary) in fee simple, with release of dower, if any. The date of closing shall be: on or before August 22, 1999

11. **TAXES AND ASSESSMENTS:** At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of contract and all taxes and assessments for years prior to closing. At closing, Seller also shall pay or credit on the purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion of such taxes for the portion of the year for closing, prorated through date of closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

With regard to further assessments, Seller warrants that, as of the date of the acceptance hereof, no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the real estate, and no written notification has been received by Seller from public authority or owners' association of future improvements that would result in costs being assessed against the real estate.

Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.

12. BUYER'S EXAMINATION: BUYER IS RELYING SOLELY UPON HIS OWN EXAMINATION OF THE REAL ESTATE AND INSPECTIONS HEREIN REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION, CHARACTER, AND SUITABILITY FOR BUYER'S INTENDED USE AND IS NOT RELYING UPON ANY REPRESENTATIONS BY THE BROKER(S), EXCEPT FOR THOSE MADE BY BROKER(S) DIRECTLY TO THE BUYER IN WRITING.

13. INDEMNITY: Seller agrees to defend, indemnify and hold harmless Broker(s), and their agents and employees for any cost or liability that may be incurred by or imposed on Broker(s) for any breach by Seller of any representation or warranty or for any misrepresentation or concealment of fact by Seller in connection with the property.

14. ENVIRONMENTAL DISCLAIMER BY BROKER: Buyer and Seller acknowledge that Broker(s) have made no independent investigation to determine whether hazardous materials exist in, on or about the property. Buyer and Seller understand that any such determination requires the expertise of a specialist in hazardous materials, the retaining of which is the responsibility of Buyer and/or Seller and not that of Broker.

15. DEPOSIT: Buyer has deposited with Broker the sum receipted for below, which shall be returned to Buyer, upon Buyer's request, if no contract shall have been entered into. Upon acceptance of this contract by both parties, Broker shall deposit such amount in its non-interest-bearing trust account to be disbursed, subject to collection by Broker's depository, as follows: (a) deposit shall be applied on purchase price or returned to Buyer when transaction is closed; (b) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned; (c) if Buyer fails or refuses to perform, this deposit shall be paid to Seller, which payment, or the acceptance thereof, shall not in any way prejudice the rights of Seller or Broker in any action for damages or specific performance; (d) in the event of a dispute over the disposition of the deposit, Broker shall retain the deposit until (i) Buyer and Seller have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) Broker deposits said amount with a court pursuant to applicable court procedures.

16. MISCELLANEOUS: This Contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by Buyer(s) and Seller(s) and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. If this contract involves seller financing, it may not be assigned. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, color, religion, sex, familial status, handicap or national origin. Paragraph captions are for identification only and are not a part of this contract.

17. EXPIRATION AND ACCEPTANCE: This offer shall remain open for acceptance until 6:00 p.m. Columbus, Ohio time on June 5, 19 99, and a signed copy shall be returned to Buyer upon acceptance.

18. BROKER'S FEE: Seller shall pay a brokerage fee of \_\_\_\_\_ of the purchase price in connection with this transaction, payable at closing.

Buyer hereby makes the foregoing offer this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

(Buyer) The City of Grove City, Ohio

(Buyer)

PO Box 427

277-3002

Address

Phone

Grove City, Ohio 43123

Deed to: The City of Grove City, Ohio

Name of Buyer's Attorney

Seller agrees to and accepts the foregoing offer this \_\_\_\_\_ day of \_\_\_\_\_, 19 99.

(Seller) Laura Jane Hunter, Trustee

(Seller)

318 Hilltop Drive

Upper Sandusky, Ohio

419-294-3918

Address

Phone

Thomas R. Clark 875-4895

Name of Seller's Attorney

NOTE: AGENCY DISCLOSURE STATEMENT: Buyer and Seller acknowledge having reviewed and signed the attached Agency Disclosure Statement as required by Ohio law.  
PARTIES TO THIS CONTRACT MUST BE PROVIDED WITH A COPY.

Broker acknowledges receipt of the sum \$ -0- by cash/check, which shall be held, deposited and disbursed pursuant to paragraph 15 above.

By \_\_\_\_\_